

ADDENDUM #4 TO PERPETUAL LICENSE AGREEMENT

(01/02)

This Addendum #4 to Perpetual License Agreement (the "Addendum") is made and entered into effective this _____ day of _____, 2004, by and between Group 1 Software, Inc. ("Group 1"), with offices located at 4200 Parliament Place, Suite 600, Lanham, Maryland 20706-1844 and the County of San Bernardino ("Customer"), with offices located at 670 E. Gilbert St., 1st Floor, San Bernardino, California 92404-5412.

WHEREAS, Group 1 and Customer previously entered into that certain Perpetual License Agreement #88-160, as amended (collectively the "Agreement") wherein Customer licensed from Group 1, *inter alia*, one (1) copy of CODE-1 Plus software product (the "Licensed Product") subject to a regional geographic restriction, and Group 1 and Customer wish to supplement the Agreement.

NOW THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. Grant of Rights.

a) Group 1 hereby grants Customer the right to transfer the Licensed Product to an IBM z890 Model 2086-A04-340 mainframe computer with 312 MIPS (the "Computer") utilizing the z\OS operating system. The Licensed Product shall be installed and used only on the Computer and operating system identified herein in accordance with the Agreement, as modified by this Addendum. Customer may add MIPS to the Computer, transfer the Licensed Product to a new computer, or use the Licensed Product with a different operating system only upon Group 1's prior written consent which consent may be conditioned upon the payment by Customer to Group 1 of applicable fees. Notwithstanding the foregoing, Customer may, upon written notification to Group 1, transfer the Licensed Product to a new computer that has equal to or less than the number of MIPS as the Computer utilizing the z\OS operating system.

b) The Licensed Product shall be used or accessed only by Customer at 670 East Gilbert Street, San Bernardino, CA 92404-5412 (the "Installation Site"). The Installation Site may be changed by Customer to another site in the United States upon written notice to Group 1. Customer shall not use the Licensed Product to provide services for any third party, including, without limitation, to verify address information, to provide postal related services, or to perform any other data processing services. Customer shall not use or access the Licensed Product or submit data or processing instructions to the Licensed Product from any location other than the Installation Site via a network, Internet, independent software application or other means.

2. Fees, Payment Terms. In consideration of the rights granted hereunder, Customer shall pay Group 1 the amount of **\$37,776**, plus applicable sales tax. All fees shall be due sixty (60) days from date of invoice (the "Due Date"). Customer shall pay a late charge of .5% per month on any fees not paid within thirty (30) days of the Due Date.

3. General.

a) The terms of this Addendum, including the license or rights granted herein and applicable fees, are conditioned upon Customer's execution and Group 1's receipt of this Addendum by **November 30, 2004**. If Customer fails to execute and return this Addendum to Group 1 by such date, Group 1 may, in its sole discretion, decline to honor the terms of this Addendum, including the fees and license set out herein.

b) Section 19 of the Agreement is deleted in its entirety and replaced with the following:
"This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any action related to this Agreement shall be San Bernardino County, State of California. Group 1 agrees to accept personal jurisdiction of such courts. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County. Group 1 and Customer hereby waive their respective rights to trial by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either Group 1 against Customer or Customer against Group 1 on any matter arising out of, or in any way connected with this Agreement, the relationship of Group 1 and Customer, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect."

c) The Agreement is supplemented as set forth herein. In the event of a conflict between the Agreement and this Addendum the terms and conditions of this Addendum shall govern. Otherwise, all the terms and conditions of the Agreement not amended herein shall remain in full force and effect. In the event a purchase order is issued against this Addendum, any preprinted terms on such purchase order shall have no force or effect. This Addendum shall not be construed against the party that has prepared the Addendum, but instead shall be construed as if all parties prepared the Addendum.

Agreed to and accepted by:

County of San Bernardino

Group 1 Software, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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